

1311

AGREEMENT BETWEEN

Madison
MADISON BOARD OF EDUCATION

AND

MAINTENANCE/CUSTODIAL STAFF

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JULY 1, 1994

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JUNE 30, 1996

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ARTICLE 1

LABOR AGREEMENT

AGREEMENT is entered into this twenty-fourth day of September, 1991 between LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" AND THE BOROUGH OF MADISON BOARD OF EDUCATION, hereinafter referred to as the "EMPLOYER."

The effective date of this Agreement is July 1, 1994.

The EMPLOYER and the UNION agree as follows:

ARTICLE 2

RECOGNITION

The EMPLOYER recognized LOCAL UNION NO. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classification covered by this AGREEMENT in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

It is mutually recognized that the bargaining unit includes foremen and assistant foremen, whose duties include direction of the operation and the activities of the employees within the unit.

Nothing in this agreement shall prevent the Board from requiring that foremen and assistant foremen impose disciplinary action so long as it is taken in accordance with prescribed rules and procedures and is of a ministerial, non-discretionary type. This shall not be construed to mean that foremen or assistant foreman are supervisory employees within the meaning of the Public Employment Relations Act.

The provisions of this Agreement shall apply to all accretions to the bargaining unit including but not limited to new job classifications or groups of employees not presently provided for.

EXCLUDED are all professional, office clerical, supervisory, watchmen, guards, occasional part-time workers such as summer paint, grounds and maintenance crews, and other employees excluded by law.

ARTICLE 3

SUPERVISORS

SECTION 1. It is recognized that Supervisors are generally required to perform work of like, kind, and quality as those men they supervise. However, under no circumstances will such work include the following:

- A. Emergency Call-Outs: Unless all practicable means of meeting an emergency situation have been exhausted, supervision shall not perform emergency call-out work.

- B. Snow Removal: Supervision shall not operate vehicles or otherwise perform bargaining unit work during snow removal emergencies.
- C. Supervision shall not perform work during normal working hours or out of hours on projects of a special nature in lieu of granting overtime to bargaining unit employees to perform such work.
- D. Supervision shall not assume the duties of a bargaining unit employee while such employee is awaiting recall during a layoff period.

SECTION 2. Emergency conditions may require the performance by supervision employees of any type work required by occasion if all practicable means of meeting the situation have been exhausted.

Such work performance is not intended to deny overtime work to the employees covered by this agreement except where qualified or regular employees in the bargaining unit do not make themselves available for work or cannot perform the work.

This provision is not intended to be used to deprive bargaining unit employees of earnings.

ARTICLE 4

DUES CHECK OFF

The Employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 866 within ten (10) days after the dues are deducted.

After an employee has been employed for 90 days, the Employer agrees to deduct the initiation fee and to transmit the same as above set forth.

The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

ARTICLE 5

AGENCY SHOP

Pursuant to the provisions of the "New Jersey Employer-Employee Relations Act" as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after Thirty days of employment, choose not to become members of the union shall have deducted for their pay on a monthly basis a representation fee of 85% of the regular dues in lieu of dues.

Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payments are made to the Union for member deductions.

ARTICLE 6

SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- A. Voluntary Resignation
- B. Discharge for Just Cause
- C. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- D. Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement.

ARTICLE 7

PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 90 calendar days. During this probationary period the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not be the subject of the Grievance and Arbitration provisions of this Agreement, and management's decisions shall be final.

ARTICLE 8

INSPECTION PRIVILEGES

Providing prior notice is given to the Employer and is mutually agreed upon with Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 9

UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 10

NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with the respect to hiring, compensation, and other terms and conditions of employment because

of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

ARTICLE 11

JOB STEWARDS

The Employer recognizes the right of the union to designate one job steward and one alternate.

The authority of the job steward and alternate so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. the collection of dues when authorized by appropriate local union action.
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information.
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routing nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of the job steward and alternate, and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 12

HOURS OF WORK

The Employer agrees to schedule each employee according to his assignment as shown on the attached work schedule, generally Monday through Friday, inclusive. There may be one Tuesday-Saturday day shift at the high school with a flexible time assignment. There shall be no split shifts.

It is also agreed that, except in emergency situations, the Employer may amend the attached work schedule and must provide the Union with two (2) weeks written notice of such changes. Any changes to this schedule shall result in a shift or work schedule that fully complies with all other elements of the contract.

It is also agreed that in emergency situations, notice shall be given as soon as reasonably possible.

ARTICLE 13

ROSTER OF SHIFTS AND JOBS

SHIFT NUMBER	<u>MAINTENANCE</u>	<u>SUMMER</u>	<u>WINTER, FALL, SPRING</u>
1		7:00 am - 3:30 pm	7:00 am - 4:00 pm
2		7:00 am - 3:30 pm (1/2 hour lunch)	7:00 am - 4:00 pm (One hour lunch)
	GROUNDS		
3		7:00 am - 3:30 pm	7:00 am - 4:00 pm
4		7:00 am - 3:30 pm	7:00 am - 4:00 pm
5		7:00 am - 3:30 pm	7:00 am - 4:00 pm
6		7:00 am - 3:30 pm (1/2 hour lunch)	7:00 am - 4:00 pm (One hour lunch)
	CUSTODIANS		
	High School		
7		7:00 am - 3:30 pm	10:30 am - 7:00 pm
8		7:00 am - 3:30 pm	3:00 pm - 11:00 pm
9		7:00 am - 3:30 pm	3:00 pm - 11:00 pm
10		7:00 am - 3:30 pm	3:00 pm - 11:00 pm
11		7:00 am - 3:30 pm	3:00 pm - 11:00 pm
12		7:00 am - 3:30 pm	6:30 am - 3:00 pm
13	(Tues.-Sat.)	Flexible (1/2 hour lunch)	Flexible (One hour lunch)
	Junior School		
14		7:00 am - 3:30 pm	3:00 pm - 11:00 pm
15		7:00 am - 3:30 pm (1/2 hour lunch)	10:30 am - 7:00 pm (One hour lunch)
16		Part-time (4 hours per day)	
	Central Avenue School		
17		7:00 am - 3:30 pm	1:30 pm - 9:30 pm
18		7:00 am - 3:30 pm (1/2 hour lunch)	1:30 pm - 9:30 pm (One hour lunch)
	Kings Road School		
19		7:00 am - 3:30 pm	3:00 pm - 11:00 pm
	Torey J. Sabatini School		
20		7:00 am - 3:30 pm (1/2 hour lunch)	3:00 pm - 11:00 pm (One hour lunch)
	Bus Driver/Maintenance		
21		7:00 am - 3:30 pm (1/2 hour lunch)	7:00 am - 4:00 pm (One hour lunch)

ARTICLE 14

HOURS OF WORK, LUNCH, BREAKS, ETC.

The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work past 10 consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Employer agrees to compensate employees with a meal allowance of five dollars (\$5.00) for each overtime lunch period.

The Employer shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof, for each regularly scheduled day.

The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

The Employer agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a Holiday.

The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

ARTICLE 15

PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1 1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time.
3. All hours spent in the service of the Employer on any Saturday, except for the regularly scheduled Saturday custodian.
4. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday.
5. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Holiday in addition to eight (8) hours straight time Holiday pay.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work and within each school location, provided the employee is qualified to perform the overtime assignment. A premium pay list shall be kept showing premium pay worked and premium pay refused.

Employees who cannot be contacted to perform overtime assignments shall have those premium pay hours counted as worked or refused.

In order to be paid overtime, the employee must, in fact, have worked forty (40) hours in any work week or eight hours in any work day, except that sick leave and other paid leave shall count as work time for the purpose of qualifying for overtime.

ARTICLE 16

GRIEVANCE PROCEDURE

Definitions: - The term "grievance" is a claim by an employee or Local 866 based upon the interpretation, application, or violation of this agreement or relating to policies or administrative decisions affecting an employee or a group of employees. The following matters are expressly excluded from the definition of a grievance:

- challenges to evaluation of work performance

These evaluations may not be submitted through the grievance procedure nor may they be submitted to arbitration in accordance with the provisions herein.

The term aggrieved person or grievant is the person or persons or Local 866, making the complaint.

Step 1: The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the Shop Steward within five (5) working days after knowledge of the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up, within ten (10) working days with the School Business Administrator or someone with authority to act upon such a grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the Union Business Representative shall then take the matter up within ten (10) working days with the Superintendent of Schools. A decision must be made within five (5) working days.

Step 4: If not satisfactory settlement can be agreed upon, the Union Business Representative shall then take the matter up with the Board of Education at the next regularly scheduled Board meeting.

Step 5: If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Mediation and Conciliation Service for arbitration. After the Service submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The opinion and award of the arbitrator shall contain specific findings of fact and a full rationale for the conclusion(s) reached.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 17

VACATIONS

Vacation entitlement shall be based on the employee's anniversary date of employment.

Vacation pay shall be based on an employee's forty (40) hours straight time pay.

Permanent part-time employees shall be entitled to prorated paid vacation based on their average weekly scheduled hours of work.

TOTAL EMPLOYMENT SENIORITY

VACATION ENTITLEMENT

ONE (1) YEAR SERVICE

TEN (10) DAYS

FIVE (5) YEARS SERVICE

FIFTEEN (15) DAYS

TEN (10) YEARS SERVICE

TWENTY (20) DAYS

Vacation schedules shall be posted by May of each year.

Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request as administratively feasible. The Employer may request proof substantiating death or disability.

ARTICLE 18

SAFETY

The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The parties agree to establish a safety committee to consist of two union and two management members. The purpose of the safety committee shall be to recommend safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

ARTICLE 19

NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, and discharges.

The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay.

The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Employer will notify the Union within one (1) week of any new hires.

ARTICLE 20

WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay for one or more hours shall be paid the higher rate based upon the substitute employee's step only for hours actually worked that day in the higher classification. An employee who works less than one hour in a higher classification shall receive his regular rate. If overtime is accrued in the higher classification and the employee qualifies for the higher rate in accordance with this Article, overtime shall be calculated at the higher rate.

ARTICLE 21

SHIFT DIFFERENTIAL

The Employer agrees to pay, in addition to the base hourly rate of pay for the job classification, a work schedule differential of \$400 per year. This differential shall apply to all regular shifts beginning at or after 12:00 noon of the normal work day and shall be figured into the hourly rate for those regularly assigned to these shifts.

ARTICLE 22

PROMOTIONS AND DEMOTIONS

The Employer shall post all vacancies within the bargaining unit. The Employer shall post a vacancy notice naming the job requirements. The notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for 11 working days. The Employer may also seek candidates from outside the district. First consideration shall be given to the most senior qualified employee who bids the job. However, the Employer's choice of employee is final and binding and rests in its sole discretion.

In case there is a successful bidder from within, the 90-day probationary period set forth in this contract shall apply with regard to the new position. Any such employee shall be compensated at the rate of pay of the new classification.

The union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, such employee shall be returned to the classification formally held and shall assume seniority and pay as though the old classification had been continued. In the event a surplus of employees exists in a particular classification, the employee with the least amount of seniority shall be demoted to the next lower classification.

ARTICLE 23

LAYOFFS AND RECALL

The Employer may reduce the working force as set forth under N.J. law. In such event, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification.
2. Notice of such layoffs will be given at least 60 days before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of 24 months.
4. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
6. The employee shall have fourteen (14) days to notify the Board of the employee's intention and a refusal or failure to respond will terminate the employee's right to recall.
7. If an employee is recalled after a twenty-four (24) month period, no previous seniority will apply.

ARTICLE 24

MANAGEMENT RIGHTS

The Madison Board of Education as Employer, hereby retains and reserves unto itself, subject only to the limitations specifically imposed by this Agreement, the power and authority:

1. to exercise executive management and administrative control over the school district, its property and facilities, and to direct its work force;
2. to hire, promote, transfer and assign all employees and to suspend, demote, withhold any annual raise, discharge or take other disciplinary action against employees;

3. to relieve employees from duty for lack of work or other legitimate reasons;
4. to determine the methods and means and personnel by which the school district's operations are to be conducted;
5. to establish reasonable work rules and;
6. to take whatever actions may be necessary to carry out the needs of district in situations of emergency.

ARTICLE 25

PAYDAY

Employee will be paid all earnings by check 24 times per year.

Employee will be paid during working hours. When payday falls on a Holiday, then the preceding day will be payday.

ARTICLE 26

HOLIDAYS

The Employer agrees to pay such employee eight (8) hours pay without working for each of the following holidays:

- Independence Day
- Labor Day
- Friday NJEA Convention
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Day
- President's Day
- Good Friday
- Monday Spring Recess
- Memorial Day

Any Holiday which falls on Saturday shall be celebrated the preceding Friday.

Any Holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE 27

PERSONAL LEAVES OF ABSENCE

At the discretion of the Superintendent of Schools, a leave of absence at full salary in any year may be granted for religious, legal, business, household or family matters of such a nature as cannot be cared for during out-of-school hours.

ARTICLE 28

SICK LEAVE

Employees shall be entitled to 13 sick leave days at the beginning of each work year without loss of pay.

Unused sick leave days shall be accumulated from year-to-year as follows:

Members of the District Custodian, Maintenance and Grounds staff who resign from the District, in good standing, after 15 years of service at the time of termination or who retire, in good standing, from the District under the New Jersey Public Employee Retirement System will be compensated for one third of their unused sick leave entitlement accumulated under the provisions of their employment with the District. The compensation rate per diem is to be one-two hundred and fortieth (1/240) of the employee's base contract salary at the time of eligible resignation or retirement. It is agreed that this buy back provision for sick days may be reopened if the buy back provision for teachers is increased.

Employees who are sick for three consecutive days are required to provide a certificate from a physician explaining the nature of illness. The Board of Education reserves the right, provided to it by law, to require a physician's certificate in all cases of illness.

ARTICLE 29

INSURANCE COVERAGE

The Board of Education will make available full major medical coverage for all employees and dependents and agrees to pay one hundred percent (100%) of the premium cost.

The Board will make available Blue Cross, Blue Shield, and Rider J (or equivalent coverage) for all employees and their dependents. It agrees to pay one hundred percent (100%) of the premium costs for employee and dependent coverage, subject to non-duplication and coordination of benefit clauses. The Board reserves the right to select insurance carriers.

The Board of Education will make available for all employees and dependents the New Jersey Dental Service Plan, Inc., and agrees to pay program costs as outlined in appendix "A", page (a) thereof.

The union agrees that in case the teachers' association agrees to changes in the State Health Benefits program which changes trigger regulations requiring a consistent plan, that this article will be reopened.

ARTICLE 30

PENSION

The pension program will be maintained in accordance with the State of New Jersey Public Employees Retirement System.

ARTICLE 31

UNIFORMS

The Employer shall provide and maintain at no cost to the employee the following uniforms:

SUMMER

5 pairs pants
5 shirts
5 tee shirts
1 jacket
1 hat

WINTER

5 pairs pants
5 shirts

1 jacket
1 hat

The Employer shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

1 safety glasses
1 pair gloves
1 safety hat
1 flashlight

2 pair safety shoes
1 pair boots
1 rain suit

The Employer shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

The Employer shall replace uniforms, protective clothing and other issued equipment on a fair, wear and tear basis. Upon issuance of replacement items, employees will return item to be replaced to the Board.

ARTICLE 32

MILITARY LEAVE

Both parties recognize that there are statutes dealing with military service that may affect unit members, and both parties agree to comply with the legal requirements in all cases.

ARTICLE 33

JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which attending court for Jury Duty service conflicts with the employee's shift. If the jury obligation concludes prior to the beginning of a scheduled shift, the employee is not relieved from work for that day.

The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty service.

Any monies received by the employee for Jury Duty service shall be, in turn, refunded to the Board of Education.

ARTICLE 34

REIMBURSEMENTS

The Board shall pay the tuition and/or the costs for all enrollment in Black Seal License course and cost of license provided the course is successfully completed and the license is issued.

Full-time custodial, maintenance and grounds personnel shall be reimbursed up to \$75.00 per course for a maximum of two courses per contract year for courses pertaining to their immediate areas of assignment provided these courses have first been approved by the School Business Administrator on an individual basis and provided proof of successful completion of courses has been submitted to the Superintendent of Schools.

All employees covered by this Agreement, except part-time personnel, will either have or will acquire a black seal boiler license within twelve (12) months of the date of hire.

Failure to secure a black seal license under the above terms will constitute just cause for termination. (Employees in good standing at the time of this Agreement will not be subject to this termination except that these employees may be required to accept a transfer to a shift which is covered by other employees with a black seal license).

ARTICLE 35

FUNERAL LEAVE

The Employer agrees to grant an employee a funeral leave, with full pay, when a death occurs in the employee's immediate family.

The employee's immediate family is considered to include: spouse, children, brother, sisters, parents, parents-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of employee or spouse.

This provision also applies for any other relative who resides with the employee.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Employer may request submission of proof.

ARTICLE 36

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall immediately pay all monies including pro-rata vacation pay due to the employee.

Upon resignation, the Employer shall pay all monies to the employee including pro-rata vacation pay on the pay day in the week following such resignation.

ARTICLE 37

SANITARY CONDITIONS

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water, toilet facilities, showers and individual lockers.

ARTICLE 38

COMPENSATION CLAIMS

- A. The Board agrees to cooperate toward and promote settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Board shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.
- B. In the event that an employee is injured on the job the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury, who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay.
- C. During the period of time an employee receives Worker's Compensation temporary disability benefits, the Board will pay the difference between the amount of weekly disability benefits received by the employee and the employee's regular weekly base pay entitlement.
- D. Hours lost from work due to job-related injuries will be compensated at full pay, provided these injuries are verified as legitimate Worker's Compensation claims which usually necessitates processing required claim forms in a timely manner.
- E. All monies received from Worker's Compensation will be returned by the employee to the Board.

ARTICLE 39

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired

amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 40

LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 41

NO STRIKE

Whereas New Jersey law prohibits strikes by public employees, employees covered by this Agreement shall not enter into a strike or work stoppage or slow down against the Board of Education nor shall they honor picket lines erected by any other employees engaged in any strike or picketing. The Employer agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE 42

DISCHARGE OR SUSPENSION

The Employer shall not discharge, suspend, nor withhold the annual raise of any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward and a copy mailed to the LOCAL UNION office within one (1) working day from the time of the discharge or suspension.

Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. Nothing contained herein shall be construed to restrict an arbitrator from assessing a penalty less than that originally imposed by the Board; whether dismissal or a term of suspension.

Poor performance evaluations or disciplinary notes shall be removed from the employee's personnel records or shall not otherwise be considered in any disciplinary procedure after three years from the date of these evaluations or letters if no subsequent poor evaluations or letters are received during that three-year period. In order for all prior such evaluations to be removed from a personnel file, there must be three calendar years without any subsequent poor evaluations, etc.

ARTICLE 43

JOB CLASSIFICATION SHEETS

The Employer will prepare and make available to the Union, Job Descriptions describing the principal functions of each job classifications covered by this Agreement and any new classifications coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job description sheet for discussion and for the purpose of negotiating a rate of pay.

ARTICLE 44

RATES OF PAY

Subject to salary reduction in the case of disciplinary action, employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications in accordance with the table of Job Classifications and Rates of Pay in Appendix B, which is attached hereto and made part of this Agreement.

ARTICLE 45

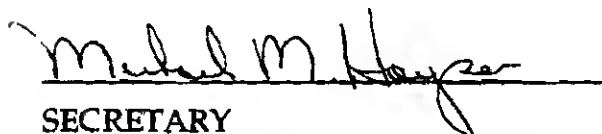
TERMINATION CLAUSE

This Agreement shall be in full force and effect from July 1, 1994 to and including June 30, 1996, and shall continue from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

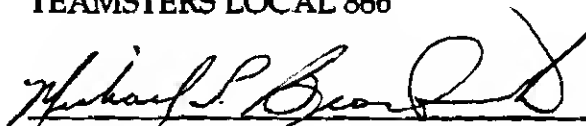
IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ to be effective as of July 1, 1994.

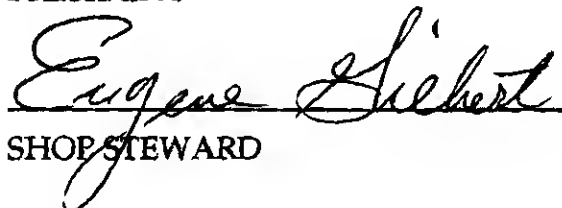
FOR THE EMPLOYER:
MADISON BOARD OF EDUCATION


PRESIDENT


SECRETARY

FOR THE EMPLOYEE:
TEAMSTERS LOCAL 866


PRESIDENT


SHOP STEWARD

APPENDIX A

NEW JERSEY DENTAL PLAN COVERAGE

	CO-PAYMENT PLAN	PERCENT EMPLOYEE
Preventative	100	0
Diagnostic	100	0
Basic	70	30
Crowns, restorations, inlays	70	30
Prosthodontic	50	50
Orthodontic	50	50

\$2,000.00 maximum amount payable by Plan per eligible patient per year.

APPENDIX B

SALARY GUIDES

<u>STEP</u>	<u>1994-95</u>	<u>1995-96</u>
<u>CUSTODIAL/GROUNDS</u>		
1	22,023	23,080
2	22,185	23,250
3	22,348	23,420
4	23,085	24,193
5	23,822	24,966
6	24,559	25,738
7	25,296	26,510
8	26,031	27,281
9	26,770	28,055
10	27,506	28,826
<u>MAINTENANCE/BUS DRIVER</u>		
1	22,782	23,876
2	22,945	24,046
3	23,107	24,217
4	24,065	25,220
5	25,023	26,224
6	25,982	27,229
7	26,940	28,233
8	27,899	29,238
9	28,858	30,243
10	29,816	31,247

STEP**1994-95****1995-96****HEAD CUSTODIAN**

28,444	29,809
33,099	34,688
34,777	36,446
37,138	38,921
37,186	38,971

This contract includes the following salaries for those individuals whose beginning salary level causes them to be over the guide at some point during the life of the Agreement. The actual over-guide salaries to be paid are as follows:

OFF GUIDE

32,029	33,566
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NOTES:

- Boiler license stipend is built into this guide.
- \$400 additional to this guide paid for night shift.

LONGEVITY

<u>Years of Service</u>	<u>Stipend</u>
2 - 3	100
4 - 5	145
6 - 8	175
9 - 10	250
11 - over	300

JOB DESCRIPTION

CLASSIFICATION: MECHANIC/GROUNDSKEEPER

DEFINITION:

Under the direction of the Manager of Buildings and Grounds and The Supervisor of Maintenance and Grounds. Maintains the grounds and equipment at a level to support the objectives of the educational program.

QUALIFICATIONS:

Demonstrated mechanical experience and ability
Experience in grounds work
Certification of good health
A valid New Jersey driver's license
Ability to read operating instructions
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Maintains all grounds mechanical equipment in good operating condition
Performs such yard keeping chores as grass cutting, tree trimming as necessary to maintain the school grounds in a safe and attractive condition
Shovels, plows and/or sands walks, driveways, parking areas and steps as appropriate
Keeps grounds free from rubbish
Waters fields, sprays and prunes trees, and fertilizes fields
Maintains all playing fields and prepares them for athletic contests
Sweeps driveways and walkways
Assists in general remodeling and renovation work
Moves furniture or equipment within the district as required for various activities
Handles all vehicles and equipment used in the performance of his duties with skill and caution
Reports serious infractions of school regulations by students or visitors to the principal of the building
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: GROUNDSKEEPER

DEFINITION:

Under the direction of the Manager of Buildings and Grounds and The Supervisor of Maintenance and Grounds. Maintains the grounds at a level to support the objectives of the educational program.

QUALIFICATIONS:

Experience in gardening and grounds maintenance work
Certification of good health
A valid New Jersey driver's license
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Performs such year keeping chores as grass cutting, tree trimming as necessary to maintain the school grounds in a safe and attractive condition
Shovels, plows and/or sands walks, driveways, parking areas and steps as appropriate
Keeps grounds free from rubbish
Waters fields, sprays and prunes trees, and fertilizes fields
Maintains all playing fields and prepares them for athletic contests
Sweeps driveways and assists in general remodeling and renovation work
Moves furniture or equipment within the district as required for various activities
Handles all vehicles and equipment used in the performance of his/her duties with skill and caution
Reports serious infractions of school regulations by students or visitors to the principal of the building
Ability to read operating instructions
Is available to assist building custodians when necessary
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: CUSTODIAN

DEFINITION:

Under the direction of the Head Custodian. Assists in providing students with a safe, comfortable and clean buildings and grounds at a level to support the objectives of the educational program.

QUALIFICATIONS:

Certification of good health signed by a licensed physician
Ability to read and write basic operating instructions
Black Seal Low Pressure boiler operator license or willingness to obtain as per the Union Contract.

DUTIES AND RESPONSIBILITIES:

Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times
Assists in snow removal
Checks daily to insure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy
Raises and lowers the United States flag on each school day
Sweeps classrooms daily and dusts furniture
Cleans corridors after school each day, and during the day when their condition requires it
Daily cleans and disinfects toilet floors, all sanitary fixtures and drinking fountains
Washes all windows on the inside at least twice a year, or more frequently if needed and on the outside as directed by the principal
Keeps the grounds free from rubbish
Keeps all floors in a clean and attractive condition and in a good state of preservation
Cleans all chalkboards daily
Reports major repairs needed promptly to the principal
Reports immediately to the head custodian any unusual occurrence or damage to school property
Remains on the school premises as required by the principal
Maintains a friendly and helpful relationship with the students of his building
Reports serious infractions of school regulations by students or visitors to the principal of the building
Maintains a cooperative, helpful, and friendly relationship with the other members of the school staff
Performs major cleaning and minor repair functions during summer and periods when school is not in session
Major cleaning includes scrubbing desks, stripping, waxing, buffing floors
Minor repairs include desk maintenance, installation of glides, pencil sharpeners, etc.
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: BUS DRIVER/MAINTENANCE PERSON

DEFINITION:

Under the direction of the School Business Administrator and the Manager of Buildings and Grounds. Also performs maintenance duties as needed in the district.

QUALIFICATIONS:

Certification of good health signed by a licensed physician
Valid license to drive a school bus
Good driving record
Good moral character without criminal arrests
Black Seal Low Pressure boiler operator license or willingness to obtain as per the Union Contract.

DUTIES AND RESPONSIBILITIES:

Insures that all vehicles used for transportation are in good working order and that activities pertaining to transportation are in keeping with State law, rules and regulations of the State Board of Education and policies of the Board of Education
Coordinates the scheduled and non-scheduled repairs of buses with the repair garage and the secretary to the School Business Administrator
Obeys traffic laws
Observes all mandatory safety regulations for school buses
Maintains discipline when students are on bus
Reports undisciplined students to the principal
Keeps assigned bus clean
Keeps to assigned schedule
Checks bus daily for mechanical defects
Discharges students only at authorized stops
Exercises responsible leadership when on out-of-district school trips
Transports only authorized students
Reports all accidents and completes required reports
Enforces regulations against smoking and eating on the bus
Performs those duties as assigned by the Manager of Buildings and Grounds in the area of building maintenance
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: HEAD CUSTODIAN - HIGH SCHOOL, JUNIOR SCHOOL,
AND ELEMENTARY SCHOOLS

DEFINITION:

Under the direction of the Building Principal and the Manager of Buildings and Grounds. Maintains the physical plant and grounds in a condition of operating excellence so that full educational use of them may be made at all times.

QUALIFICATIONS:

Certification of good health signed by a licensed physician
Three years experience as a custodian
Ability to supervise other employees
Ability to read and write basic operating instructions and write reports
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Strives constantly to promote the safety, health and comfort of the students and employees
Routine operational maintenance of boilers and other major equipment
Assists general mechanics in remodeling and renovation work
Maintains the school grounds adjacent to school building
Assists in snow removal
Supervises and participates in the general cleaning and maintenance of the school building, including all tasks listed in the custodian job description
Assumes responsibility for the general security of the building
Assumes responsibility for the general fire safety to the building
Performs emergency repair of cleaning services as necessary
Regulates heat, ventilation, and air-conditioning systems to provide temperatures appropriate to the season and to insure economical usage of fuel, water and electricity
Reports maintenance, repairs or service needs beyond his scope promptly to the principal
Maintains on a regular schedule all motors and other mechanical equipment requiring scheduled servicing
Reports immediately to the principal any unusual damage or occurrence of school property
Remains on the school premises as required by the principal
Maintains a friendly and helpful relationship with the students of his/her building
Reports serious infractions of school regulations by students or visitors to the principal of the building
Maintains a cooperative, helpful, and friendly relationship with the other members of the school staff
Keeps an inventory of supplies, equipment, and fuel on hand, and requisitions such needed replacements from the principal far enough in advance so that they may be delivered in such time as will not hinder the custodian in his/her duties
Conducts on ongoing program of general maintenance, upkeep and repair
Conducts periodic inspections and tests of all electrical installations in the school to insure their safe condition
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.